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TA/6645

AGREEMENT

between the

**BOARD OF COOPERATIVE EDUCATIONAL SERVICES
OF ROCKLAND COUNTY**

and the

BOCES STAFF ASSOCIATION

July 1, 2010 – June 30, 2013

As of 9/1/2010 - 544 employees

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AN AGREEMENT
between the
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
OF ROCKLAND COUNTY
and the
BOCES STAFF ASSOCIATION

PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Board of Cooperative Educational Services of Rockland County (hereinafter called the "Board") and the professional staff in order that the cause of public education may best be served in the County of Rockland, THIS AGREEMENT IS MADE AND ENTERED INTO on the ___ day of June, 2010 by and between the Board of Cooperative Educational Services of Rockland County and the BOCES Staff Association (hereinafter called the "Association").

ARTICLE I

RECOGNITION

The Board of Cooperative Educational Services hereby recognizes the Association as the exclusive representative of:

- (a) the professional employees, except Supervisors and Administrators, of the Board of Cooperative Educational Services, in teaching or related activities, except adult education teachers not otherwise covered by the Agreement, night high school teachers, per diem substitutes, and tutors
- (b) teaching assistants – crisis
- (c) teaching assistants (including all individuals who may work under permanent or provisional teaching assistant certifications other than teaching assistants – crisis)
- (d) senior occupational therapists, occupational therapists, occupational therapist assistants, senior physical therapists, physical therapists and physical therapist assistants, provided such persons are licensed in said areas.

~~This covers all certificated teaching personnel and licensed persons falling into the various categories of occupational and physical therapists set forth in paragraph (d) above.~~

The Recognition Agreement, which was entered into on January 22, 1970, between the Board and the Association, is on file at the BOCES Administration Office.

CLASS SIZE PER PERIOD*

ARTICLE III

SUPPLIES AND EQUIPMENT

The Board, within budget limitations, will provide supplies and equipment so that teachers and teaching assistants fulfill their responsibilities in an adequate and professional manner, and will be guided in its determination by the requisitions submitted by the teachers and approved by the director of the program.

ARTICLE IV

COMPENSATION & EXPENSE ALLOWANCE

A. The salaries of all persons covered by this Agreement are set forth in the Appendix which is attached hereto and made a part hereof.

B. All unit members will have the option of being paid by the Board in either twenty-six (26) equal bi-weekly installments, or twenty-two (22) equal bi-weekly installments during the school year. The Board will supply the teachers and the Association with a schedule of payments by September 15 of each school year.

C. Reimbursement for authorized use of an employee's automobile to perform assigned duties shall be at the IRS rate, without the mileage cap. Mileage for attendance at required meetings and any legitimate business for BOCES shall be computed from the school where he or she last served. All claims for travel reimbursement shall be submitted on forms provided by the Board.

D. Any teaching assistant who is hired as a substitute teacher will be paid the substitute teacher rate, or \$10.00 more than 1/200th of his/her current salary, whichever is more. Teaching assistants who are approved through the usual process for being on the approved substitute teacher list shall be given the opportunity to substitute for the teacher in their regular classrooms on a per diem basis before any noncertified individual is so chosen.

ARTICLE V

OBSERVATION AND EVALUATION

A. All monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge of the unit member. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.

B. Prior notice shall be given of a formal observation. A pre-observation conference may take place. Observations shall normally be at least twenty (20) minutes.

Teaching assistants-crisis may have their observations occur over an extended time frame. This time frame will not ordinarily exceed one week. The written report of the observation will cover this time frame and identify the specific times and dates of the activities observed.

C. A report on the observation normally shall be given to the unit member within ten (10) school days of the observation.

D. The unit member will be afforded the opportunity to confer regarding the observation report. He or she will sign the report to demonstrate his or her knowledge of the report and will be given ample space to respond to the report on the same form. A copy of the complete report will be given to the unit member.

E. No observation report, evaluation report or complaint will be placed in a unit member's file without his or her signature. If the unit member refuses to sign the report or complaint it may be placed in his or her file with a note by the Supervisor indicating the refusal to sign.

F. Probationary teachers will be observed at least twice during each of their probationary years. Tenured teachers will normally be observed at least once a year. A summary evaluation report will be written for each probationary teacher at the end of each probationary year.

G. A unit member will not be subjected to disciplinary penalties without cause. Whether cause exists in any case of imposition of disciplinary penalty shall be subject to the grievance procedure at the request of the employee. If no written request for grievance procedure is made by the employee within five days of imposition of any disciplinary penalty, the employer's action shall become final. This paragraph shall not apply to cases of dismissal or appointment to tenure, which are not within the purport of this Agreement.

In cases of dismissal or nonrecommendation for tenure, a representative of the office of the District Superintendent upon the request of the teacher, teaching assistant-crisis, therapist or full-time teaching assistant may meet and discuss the reasons with the teacher, teaching assistant-crisis, therapist or full-time teaching assistant. The teacher, teaching assistant-crisis, therapist or full-time teaching assistant may be accompanied, if he or she so desires, by an Association representative.

H. In addition, it is understood that there will be routine, informal observations as part of the duties of Supervisors, Coordinators and Directors, and other BOCES administrators assigned supervisory duties, for which no prior notice will be given.

ARTICLE VI

FILES

A. A unit member shall have the right to answer any material filed and his or her answer shall be reviewed by the director or supervisor of the appropriate division and placed in his or her file.

B. All unit member files should be maintained under the following circumstances:

1. No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the files unless the unit member has had an opportunity to read the material. The unit member shall have a reasonable opportunity to acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

2. Upon request by the unit member, he or she shall be given access to his or her file without undue delay, except for requested confidential information.

3. Upon receipt of a written request, the unit member shall be furnished a reproduction of any material in his or her file, except as in (2).

ARTICLE VII

PROMOTIONS

A. All vacancies in promotional positions, excepting the position of District Superintendent, shall be filled pursuant to the following procedures:

1. Such vacancies shall be adequately publicized, which shall mean, as a minimum that a notice shall be posted in all buildings in which ten or more unit members are regularly assigned clearly setting forth a description of, and the qualifications for, the position, including the duties and salary. During summer vacation, notices shall be distributed with such pay checks as are given out.

2. Such notice shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and under special circumstances in no event less than one week before such date.

3. Unit members who desire to apply for such vacancies shall submit their applications in writing to the District Superintendent or his/her authorized agent within the time limit specified in the notice.

4. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two or more applicants are equally qualified, consideration will be given to existing staff members.

B. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisor level, including, but not limited to, positions such as supervisor, director, principal, assistant principal, department head, administrative assistant, specialist, and special project teachers.

C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

D. The Association shall be kept informed of candidates considered for promotional positions.

ARTICLE VIII

PART-TIME EMPLOYEES

Any fully qualified part-time unit member who submits a written application for any increased part-time or full-time position, which now is or may be established by the Board, may be appointed to such position provided all other factors and employment qualifications, including competence, fields of study, work performance and record of attendance, are equal, which determination shall be made in the sole judgment of the District Superintendent and after approval by the Board upon recommendation of the District Superintendent.

ARTICLE IX

HOURS AND LOAD

A. The official length of instructional time for students shall not exceed six (6) hours.

B. These hours shall not be modified except for real emergencies without notice to and negotiation with the Association, provided that no such modification shall increase the length of the unit members' work day.

C. Unit members shall not be required to report earlier than fifteen (15) minutes before the start of the students' school day. Whenever there is a need for a unit member to report earlier than fifteen (15) minutes before the students' school day, it shall not be more than thirty (30) minutes beforehand.

D. Unit members shall not be required to remain in school more than fifteen (15) minutes past the end of their students' school day.

E. Notwithstanding paragraphs C and D above, the work day for unit members shall be fifteen (15) minutes longer than where specified, with this additional time to be allocated at the beginning or end of the day at the discretion of the District Superintendent.

F. In addition to the hours required above, unit members may be required to remain for meetings and/or in-service training, not to exceed 32 cumulative hours per school year. Unit members will be notified at least 30 days in advance of the time, place, and estimated duration of all such meetings and training sessions, provided that shorter notice may be given when an emergency arises and a meeting's purpose could not have been anticipated in advance. Unit members may be excused from an emergency meeting if they can demonstrate extraordinary cause. No meeting or training session shall last for more than two hours. The BOCES shall schedule all non-emergency meetings on a day of the week to be determined by the BOCES each June for the following school year. Four (4) of the 32 hours will be devoted to activities relating to evaluations, assessments, and documentation of student performance.

An Advisory Staff Development Committee will be formed with equal representation from the BSA and the BOCES to plan the meeting hours related to in-service training, to include work and training relating to the Compact for Learning, to ensure that the needs of unit members, as well as the BOCES are met.

G. Unit members may not be required to attend more than two evening meetings each year for open house and/or parent visitation.

H. Attendance at any other meetings shall be at the option of the individual unit member. Probationary staff may be required to attend additional orientation/training sessions.

I. Unit members shall have a duty-free lunch period of the same length as their students' lunch period; in no event less than thirty (30) minutes. Unit members may leave the building during their unassigned lunch period upon notification to their supervisor. When students are in the building, permission to leave may be denied where in the reasonable judgment of the supervisor there would not be a sufficient number of appropriate members of the unit remaining in the building to cover emergencies.

J. When there are exceptional demands upon a particular unit member for time over and beyond the regular work day and hours as set forth herein, the District Superintendent or his/her designee shall work out with the individual concerned an arrangement for adequate pay. No unit member shall be required to accept such arrangement.

K. Any teacher who has the responsibility of preparing Individual Education Plans (I.E.P.) for students in the special education programs shall be provided during the normal instructional day one hour per student for the purposes of preparing such Individual Education Plans, provided that such time shall not exceed two days per year.

This time shall be scheduled at a time appropriate for preparation of Individual Education Plans, including parent-teacher conferences, and the teacher shall be relieved of normal instructional duties during the Individual Education Plan preparation time.

L. Every occupational education teacher shall have one day without normal instructional duties to be used as arranged for parent conferences, Individual Education Plans and other related matters.

M. Notwithstanding any other provision in this Agreement, the BOCES may institute a supplemental session in the Occupational Education Division. The hours of this supplemental session shall begin after the end of the traditional school day. There shall be a break of at least one-half hour between the end of the traditional day and the beginning of the supplemental session. No unit member who was on active payroll as of April 23, 1991 will be compelled to work involuntarily during the supplemental session. The number of weekly hours of the supplemental session shall not exceed the number of weekly hours of the traditional sessions. Unit members who work a full-time schedule which includes the supplemental session, and unit members who work a less-than-full-time schedule which includes the supplemental session, shall be paid as if their schedule were worked entirely within the traditional school day. Unit members who work a full-time schedule, and in addition work the supplemental session, shall be paid at an hourly rate of 1/1300 of Step 1 of the appropriate salary schedule (BA Step 1 in the case of teachers) for their work during the supplemental session.

ARTICLE X

NON-TEACHING DUTIES

The Board recognizes that a teacher's primary responsibility is to teach and it will endeavor to minimize non-teaching assignments by the employment of teaching assistants and part-time clerical assistants when practicable.

ARTICLE XI

VOLUNTARY TRANSFERS & ASSIGNMENTS

A. Unit members who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the District Superintendent not later than ten (10) days after posting. Such statement shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he or she desires to be transferred, in order of preference.

B. No later than ten (10) days after knowledge of vacancies, the District Superintendent shall post in all school buildings a supplemental list of known vacancies which will occur during the following school year. Extra copies of the list shall be provided to the Association.

C. No later than ten (10) days after posting, a unit member may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.

D. Positions vacated during the school year by newly transferred unit members need not be posted.

E. No assignments of new unit members in the school system shall be made until all building requests for voluntary reassignment or transfer have been approved or disapproved by the District Superintendent or his/her designee.

F. As soon as practicable, and under normal circumstances not later than one week prior to the close of the school term, the District Superintendent or his/her designee shall post in appropriate places and make available to the Association a system-wide schedule showing the names of all persons who have been reassigned or transferred and the nature of such reassignment or transfer.

G. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual unit member will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. If more than one unit member has applied for the same position, the unit member best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system will be considered.

H. A tenured teacher in a position area who requests a transfer or assignment to a position in another tenure area which is approved by the Board upon the recommendation of the District Superintendent and who holds a valid teaching certificate or statement of permanent continued eligibility for the position shall serve a two-year probationary period in the position in the requested tenure area if permitted by law.

ARTICLE XII

INVOLUNTARY TRANSFERS & ASSIGNMENTS

Although the Board and the Association recognize that some involuntary transfer of unit members from one school to another, or reassignment within a school, may be unavoidable, they also recognize that frequent transfer or reassignment of unit members is disruptive of the educational process and interferes with optimum unit member performance. Therefore, they agree as follows:

A. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable, and, under normal circumstances, not later than thirty (30) days before such transfer.

B. When involuntary transfer or reassignment of a unit member is necessary, volunteers will be considered. A unit member's area of competence, major and/or minor field of study, quality of teaching performance and length of service in BOCES and the specific requirements of the position will be considered in determining which unit member, if any, is to be transferred or reassigned. Such unit members will be placed only in a comparable position.

C. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent or his/her designee, at which time the unit member will be notified of the reasons therefor. In the event that a unit member objects to the transfer or reassignment at this meeting, upon the request of the unit member, the Association will be notified and the District Superintendent or his/her designee will meet with the Association's representative to discuss the matter.

D. A list of open positions in the school system will be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request the positions, in order of preference, to which they desire to be transferred. As among such unit members, those best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in the school system will be considered.

E. In arranging schedules for unit members who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such unit members shall be notified of any change in their schedules as soon as practicable.

F. Unit member assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, or marital status.

G. A tenured teacher who accepts a transfer or assignment to a position in a different tenure area for which he or she is certified shall suffer no loss of salary, benefits or other rights granted by law.

ARTICLE XIII

SCHEDULES

A. Unit members shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned. Such notice shall be given thirty (30) days prior to the end of the school year or as soon as the change is known to the administration.

B. In order to assure that students are taught by teachers working within their areas of competence, teachers shall be assigned to teach only in grades and subject fields where they are qualified, as well as in accordance with the regulations of the New York State Education Department.

C. In order to assure that teachers are assisted by teaching assistants-crisis or teaching assistants working within their areas of competence, teaching assistants-crisis or teaching assistants will be assigned only to grades and subject fields where they are qualified, as well as in accordance with regulations by the New York State Education Department and the New York State Civil Service.

D. The teachers of Licensed Practical Nursing who are compensated on a per diem basis for clinical instruction of students shall be paid for those scheduled times. When circumstances cause the cancellation of these scheduled times they shall be compensated with the following exceptions.

1. Any changes in the schedule prior to November 1 of the year.
2. Attendance by the teacher at conferences.

E. The District Superintendent, or his/her designee, will meet with the Association's President at reasonable times during the school year to discuss the scheduling of ancillary and itinerant staff.

ARTICLE XIV

TEACHERS' LEAVES

Personnel will accumulate leave of absence with pay from the effective date of this Agreement as follows. This Article shall apply to all teachers, and to all teaching assistants (crisis) who were employed as such prior to April 23, 1991.

Non-tenured Teachers: 15 days per year for a 10-month employee

Tenured Teachers: 20 days per year to a maximum of 185 days inclusive of leave accumulated during non-tenure status

Part-time Teachers: Leave prorated according to number of days worked per year at a rate of 15 days per year to maximum of 185 days

Unit members who retire with at least 165 accumulated leave days will receive a severance payment of \$800.

Leave during a school year for the purposes set forth below will be deducted from the accumulated leave total and is subject to the following regulations:

A. Personal Illness or Injury

A teacher will notify, in advance of the next school day, except in emergency, his or her immediate superior of absence for illness or injury. A physician's statement may be required after three (3) consecutive days' absence.

The Board may require a physical examination after 3 days' illness by the Board's physician and an employee will make himself or herself available for such examination on reasonable notice. The opinion of the Board's physician as to illness or injury preventing the employee from performing his or her duties shall be binding upon all parties.

B. Illness in Individual's Family

Leave of absence will be granted to teachers in case of illness of members of the teacher's immediate family up to five (5) days annually. Immediate family is defined as spouse, parent, child, brother, sister or any other individual permanently residing in the same household as the employee.

C. Bereavement

1. In case of death in the immediate family (spouse, parent, child, brother, sister, or any other individual permanently residing in the same household as the employee) up to five (5) days annually.

2. In case of death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, up to two (2) days annually.

3. In case of death of a relative not listed in 1 or 2 above, one day annually.

4. In extenuating circumstances, leave may be extended at the discretion of the District Superintendent.

D. Personal Leave

1. Teachers may be granted up to two (2) days annually with prior approval of the District Superintendent, for personal business which cannot be transacted outside of school hours, such as legal transactions, educational examinations, and other reasons deemed valid by the District Superintendent. Such paid leave may not be used for religious purposes or observances. In addition to the above, unit members may be granted one day annually for personal business without regard to the reason therefore. This additional day may be used for religious purposes or observances. Pre-approval for such day must be obtained from the District Superintendent or his/her designee, for the sole purpose of insuring that there will be sufficient coverage for each building and each program on the day in question. The criteria used for determining sufficient coverage will include the safety of the students and the availability of substitutes. In the event that a request for a personal day must be denied for lack of coverage, the unit member or unit members who are denied shall be determined on a first-come-first-served basis, with unit members whose requests are received on the same day considered to be tied. Seniority shall be used to determine which unit member of unit members will have their request for coverage purposes denied when there is a tie.

2. Notification for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, this requirement will be waived.

3. Except in verifiable emergencies, personal leave days may not be taken on a day adjacent to a holiday or school recess.

The foregoing schedule of allowable leave will be prorated for teachers working less than full time according to the number of days worked annually.

E. General Regulations

Absence on school days beyond allowable leave will result in reduction in salary at the per diem rate of 1/200th for 10-month employees, 1/220th for 11-month employees, and 1/240th for 12-month employees.

F. Non-Deductible Leave

Jury Duty

Absence is allowed for Jury Duty. The teacher will receive his or her regular salary less any fee received for Jury Duty.

A teacher, upon notification of Jury Duty, will notify the District Superintendent immediately.

G. Job-Related Injuries

1. If a unit member must take leave time because of a job-related injury, his or her leave time deduction shall be reccredited according to the following formula: The total workers compensation award for weekly benefits shall be divided by the unit member's daily rate to yield the number of days to be reccredited.

2. No deduction from leave time shall be taken for time absent due to attendance at a formally noticed workers' compensation hearing concerning the unit member's own job-related injury.

H. This Article will apply to teaching assistants (crisis) who were employed as such prior to April 23, 1991.

I. Unit members may be paid for a maximum of three work days per year to attend to legal matters relating to the lawful adoption of a child. The Office of Human Resources shall be given at least two weeks' notice of such leave days, provided that if such notice is impossible, as much notice as possible shall be given.

J. Sick Bank

A sick bank will be established with the following features:

- a. Each September 1, unit members will donate two accumulated sick days. Donations will be suspended when the number of days in the bank exceeds 1,200. Donations will resume when the number of days in the bank drops below 600.
- b. In order to withdraw days from the bank, a unit member must have depleted all his/her sick leave due to a serious illness or injury.
- c. Applications to withdraw days from the bank must be supported by medical documentation and must be approved by a committee consisting of an equal number of representatives of the BOCES and BSA. The committee may require the unit member to undergo a neutral medical evaluation. On any occasion when the committee is deadlocked in a tie with respect to any question before it, the District Superintendent will make the final decision, which will not be subject to review by arbitration or otherwise.
- d. Withdrawals of days may be approved in increments of up to 30 days. No unit member may withdraw more than 150 days over the course of his/her career.

ARTICLE XV

ABSENCES OF OTHER UNIT MEMBERS

This Article shall govern the absences of all unit members other than teaching assistants (crisis) who were employed as such prior to April 23, 1991, and teachers.

A. Personal Illness - Cumulative

Personnel will accumulate personal illness days according to the following schedule, to a maximum of 185 days. A physician's statement is required after three (3) consecutive days' absence.

Tenured teaching assistants:	15 days per year
Non-tenured teaching assistants:	10 days per year
Sr. OT/PT, OT/PT, and OT/PT Assts. with 3 or more years of service:	15 days per year
Sr. OT/PT, OT/PT, and OT/PT Assts. with less than 3 years of service:	10 days per year

Unit members who retire with at least 165 accumulated leave days will receive a severance payment of \$800.

B. Illness in Family – Non-Cumulative

Allowable leaves of absence shall be granted in case of illness of members of the employee's immediate family up to four (4) days annually. Immediate family is defined as spouse, parent, child, brother, sister or any other individual permanently residing in the same household as the employee.

C. Bereavement

1. In the case of death in the immediate family (spouse, parent, child, brother, sister, or any other individual permanently residing in the same household as the employee) a maximum of five (5) days will be allowed with no salary reduction.

2. In the case of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, a maximum of two (2) days will be allowed with no salary deduction.

3. In the case of death of a relative not listed in 1 or 2 above, a maximum of one (1) day shall be allowed with no salary reduction.

D. Jury Duty

Absence is allowed for Jury Duty. The teaching assistant or therapist will receive his or her regular salary less any fee received for Jury Duty.

E. Other Just Cause – Non-Cumulative

Staff members may be granted up to two (2) working days per school year without loss of salary, with prior approval of the District Superintendent, for personal business which cannot be transacted outside of school hours, such as legal transactions, educational examinations and other reasons deemed valid by the District Superintendent

Such paid leave may not be used for religious purposes or observances.

In addition to the above, unit members may be granted one day annually for personal business without regard to the reason therefore. This additional day may be used for religious purposes or observances. Pre-approval for such day must be obtained from the District Superintendent or his/her designee, for the sole purpose of insuring that there will be sufficient coverage for each building and each program on the day in question. The criteria used for determining sufficient coverage will include the safety of the students and the availability of substitutes. In the event that a request for a personal day must be denied for lack of coverage, the unit member or unit members who are denied shall be determined on a first-come-first-served basis, with unit members whose requests are received on the same day considered to be tied. Seniority shall be used to determine which unit member or unit members will have their request for coverage purposes denied when there is a tie.

Allowable absences for teaching assistants and therapists working less than full time will be prorated according to the number of days worked per year.

Notification for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, this requirement will be waived.

Except in verifiable emergencies, personal leave days may not be taken on a day adjacent to a holiday or school recess.

F. Job-Related Injuries

1. If a unit member must take leave time because of a job-related injury, his or her personal illness time deduction shall be recredited according to the following formula: The total workers compensation award for weekly benefits shall be divided by the unit member's daily rate to yield the number of days to be recredited.

2. No deduction from leave time shall be taken for time absent due to attendance at a formally noticed workers' compensation hearing concerning the unit member's own job-related injury.

G. Absences on school days beyond allowed absences will result in reduction in salary at the per diem rate of 1/200th of the salary (10-month rate).

H. Teaching assistants' and therapists' absences beyond the allowable days may be extended at the discretion of the District Superintendent and with the approval of the Board.

I. Unit members may be paid for a maximum of three work days per year to attend to legal matters relating to the lawful adoption of a child. The Personnel Office shall be given at least two weeks' notice of such leave days, provided that if such notice is impossible, as much notice as possible shall be given.

J. Sick Bank

The sick bank described in Article XIV(J) above will apply.

ARTICLE XVI

TEACHING YEAR

A. The calendar shall be attached hereto and be made part of this Agreement as Appendix II.

B. The work year for members of this unit shall be no more than 185 days.

C. The school calendar shall be adopted by the Board after consultation with the Association.

D. The school calendar for each ensuing school year shall be a matter of discussion between the Association and the Board.

E. The following days are for the attendance of members of the unit but not students.

1. Orientation day for new teachers preceding Labor Day.

2. Orientation day following Labor Day for entire staff.

3. Three days for professional conferences, staff development, Superintendent conferences, etc.

F. With the exception of orientation days and any Superintendent's Conference Day, members of the bargaining unit while serving in any local school district will adhere to the calendar of that district.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. Leave of absence without pay of up to two (2) years may be granted to any teacher who joins the Peace Corps or serves as an exchange teacher and is a full-time participant in either of such programs. Upon return from such leave, a teacher will be considered as if he or she were actively employed by the Board during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent.

B. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence up to a maximum of four (4) years.

C. Child Care leave of up to one (1) year for legal adoption of a child or for maternity or paternity of a newborn child will be granted without pay or increment to a unit member. An extension of such leave for up to one additional year will be granted without pay or increment upon request. A unit member who expects to use such leave shall notify the District Superintendent in writing at a reasonable time prior to the commencement of Child Care leave. Appropriate medical evidence of fitness may be required to return from such leave. All child care leaves and extensions thereto shall end immediately prior to the beginning of either the fiscal year or the second semester except as necessitated by the Family and Medical Leave Act ("FMLA"). No later than one month prior to the termination date of the leave, the unit member must file with the Assistant Superintendent for Human Resources a notice of intent to either return to work or, where applicable, extend the leave.

D. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the staff member's immediate family.

E. All benefits or leave to which a staff member was entitled at the time of his or her leave of absence commenced will be restored to him or her upon his or her return.

F. All requests for extended leaves will be in writing, and if granted, permission will be given in writing.

G. This agreement shall not be construed so as to diminish any rights that the employees would be entitled to under the minimum standards set by the Family and Medical Leave Act ("FMLA"); nor shall the FMLA diminish any rights under this collective bargaining agreement.

ARTICLE XVIII

SABBATICAL LEAVE

This clause shall not be in effect during the term of this Agreement.

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby establishes this policy of sabbatical leaves for teachers for approved scholarly programs, whether or not carried on in an academic institution, subject to the following conditions:

- A. Recommendation by the District Superintendent.
- B. No more than two (2) members of the teaching staff shall be absent on sabbatical leave at any one time.
- C. Requests for sabbatical leave must be received by the District Superintendent in writing in such form as may be required by the District Superintendent no later than the December Board meeting of the year preceding the school year in which the sabbatical leave is requested.
- D. The teacher has completed at least seven (7) consecutive full school years of service in BOCES.
- E. Teachers on sabbatical leave will be paid at the full rate of the annual salary rate for one-half (1/2) year, or at one-half (1/2) rate of the annual salary rate for one (1) year.
- F. The teacher will agree to return to employment in BOCES for one (1) full year. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.

ARTICLE XIX

PROTECTION

A. Unit members will immediately report in writing to the Director via Supervisors, all cases of assault suffered by them in connection with their employment.

B. This report will be forwarded to the District Superintendent and the Board will comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the unit member, the police and courts.

C. If criminal or civil proceedings are brought against a unit member for alleged infraction of duties in connection with his or her employ, such unit member may request, and the Board shall furnish, legal counsel to defend him or her in such proceeding as required by law.

D. Whenever a unit member is absent from school as a result of personal injury due to unprovoked assault occurring in the course of his or her employment, he or she will be paid his or her full salary for the period of such absence, or one year, whichever is less, and no part of such absence will be charged to his or her annual sick leave. In order to receive full salary under this section, the injury must have been directed at the employee, and must prevent the unit member from performing his/her essential duties, even after reasonable accommodation. When determining whether an accommodation is "reasonable" within the meaning of this paragraph, the point of view of other staff members who are affected will be taken into account. Affected staff members will be consulted with at least every 30 days to insure the reasonableness of any accommodation. When determining what an unprovoked assault is, a multiplicity of factors will be taken into account.

E. The unit member shall be examined by a physician designated by the Board for the purpose of establishing the length of time during which the unit member is temporarily disabled from performing his or her duties and the opinion of said physician as to the said period will control.

F. The Board shall reimburse a unit member for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aides or similar bodily appurtenances, to the extent not covered by personal insurance and workers' compensation, which are damaged or destroyed while discharging his or her duties within the scope of his or her employment, provided such damage or destruction was not due to the employee's negligence. It is understood that property of an employee damaged and destroyed shall be limited to such property as is brought to the assigned place of employment by the employee in connection with his or her duties in BOCES, and reimbursement for such loss shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE XX

INSURANCE

Health Insurance – The Statewide Plan

A. Any person appointed to a position for a period of at least three months is eligible for enrollment immediately upon employment, if:

1. He or she works a regularly scheduled work-week of twenty (20) hours or more,
or
2. He or she does not work a regularly scheduled work-week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.

B. Teachers shall pay 33% of the cost of health insurance premiums for either individual or family coverage. Effective 7/1/11, this percentage shall be 32%. Effective 7/1/12, this percentage shall be 31%. Employee contributions will be evenly divided over the course of the 10-month school year.

C. Non-teacher unit members shall contribute toward the cost of health insurance premiums according to the following schedule:

<u>Title</u>	<u>% of Teacher Contribution Contributed by Unit Member</u>
Teaching Assistants	40
Teaching Assistants- Crisis	50
Therapist Assistants	60
Therapists	70
Senior Therapists	80

D. The cost to the Board for employees who elect to enroll under other available health insurance options shall not exceed the cost to the Board resulting from Sections B and C above.

E. Unit members actively enrolled in the Rockland BOCES Empire health insurance program or any successor program for at least the three full immediately preceding years or who received the incentive in the immediately preceding year will have the right to receive an annual payment of one half the savings of the cost to BOCES in return for a waiver of their health insurance coverage for the following school year, if they are employed for that entire school year. The waiver must be in writing on a specific BOCES form and must be executed and received by the Human Resources office no later than July 1 of the year in question. The waiver will remain in effect unless expressly rescinded by the unit member due to a major family crisis/incident (e.g., spouse loses job/health insurance, loss of coverage due to death of spouse). The payment for waiving the health insurance program will be paid in two equal payments during the months of January and June or prorated if the unit member is no longer eligible for health insurance. Such payment will be processed through payroll and subject to tax withholding. If a unit member rescinds the waiver, that unit member will be required to reimburse any prorated monies given to him/her participating in the waiver program. Their entrance back into the Rockland Empire

Health Plan will be subject to the rules and regulations of that Plan. Unless the waiver is expressly withdrawn in writing by the participating unit member, the BOCES will continue the unit member in the waiver program in subsequent years. Unit members whose last coverage was family shall receive an incentive calculated accordingly; likewise for individual coverage. The incentive will be at least \$800.

Dental Insurance

The Board agrees to pay 100% of the cost of dental insurance coverage for the employee and 95% of the cost of his or her dependents' coverage.

Group Dental Insurance Specifications

Eligible Employees

All employees on a regularly scheduled work-week, minimum of two-and-a-half (2 ½) days per week, ten (10) months per year, and earning at least \$2,000 per year on a salary schedule.

Eligible Dependents

An insured's spouse and unmarried children to age 19 and unmarried children of the insured who are full-time students under age 23.

Term

Continuous from September 1, 1972

Effective Date

Waiting period one year; effective date the first day of month following end of waiting period.

Deductible

Individual - \$25.00
Maximum per family – two - \$25.00
Common accident provision included.

Carry-over Provision

All or part of a deductible satisfied in the last three months of a policy year will be used to satisfy the deductible in the next policy year.

Maximum Benefit

\$1,000 maximum for each insured and Per Policy Year \$1,000 for each dependent with the exception of orthodontics which is separate \$500 maximum for each insured and each dependent.

Co-Insurance

All charges 75% by insurance company of regular and customary charges of a dentist; 25% by insured.

Covered Charges

All dental service and supplies, including loss, theft, fillings (including gold), x-rays, cleaning, crowns, pontics, inlays, bridgework, dentures. Repair and replacement of the bridgework and dentures. Prescribed drugs, periodontal, oral surgery, root canal therapy. Extractions and space maintainers. This is a partial listing. All dental services are to be covered.

Pre-Existing Conditions

Covered in full as long as work has not been started.

Courses of orthodontic Treatment Started
Before effective Date of Insurance

Covered for charges after the effective date with no reduction of benefits on work completed before the effective date.

Extended Benefits

All benefits lapse on final date of employment.

Flex Plan

Unit members will be eligible to participate in the dependent care and non-covered medical expense portions of the BOCES Flex Plan.

ARTICLE XXI

SUMMER SCHOOL & EVENING SCHOOL

A. All openings for summer school and for adult education teachers will be adequately publicized by the District Superintendent and shall be posted in each school building, as early as possible, and under circumstances not later than ten (10) days prior to start of said session. Applications must be submitted within one week of the posting of said notices. Teachers who have applied for such summer school or adult education positions will be notified of the action taken regarding their applications as early as practicable. If the wage to be paid to an adult education position changes, the posting will be corrected, and the Association President will be so notified.

B. Positions in adult education and positions in BOCES summer programs which are extensions of regularly run programs to service year-round BOCES students will, to the extent possible, be filled first by regularly appointed teachers in BOCES who are qualified for the position.

C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and attendance record. These hiring guidelines will be utilized in a comprehensive assessment for summer employment.

D. Unit members who work in summer programs shall be paid a daily rate according to a 3-step schedule, the steps of which shall be 1/200 of the first three steps of the current salary schedule for that Title. In the case of teachers, the BA column shall be used in calculating these steps. Unit members shall be paid at Step 2 only for their second consecutive year of summer work and at Step 3 only for their third consecutive year of summer work.

E. Adult education teachers who are also regularly appointed teachers in BOCES shall be paid at the rate of at least \$23 per hour. BOCES will operate adult education courses for at least a two-hour session whenever feasible; whenever it is not feasible, the Association will be notified in advance. Subject to the above, adult education teachers who are unit members will be paid according to the same BOCES policy that governs non-unit members.

ARTICLE XXII

ANNUITIES

The tax-sheltered annuity program is available to all personnel in the Board of Cooperative Educational Services.

ARTICLE XXIII

DUES DEDUCTION

A. BOCES agrees to deduct from the salaries of members of the negotiating unit, dues for the Association, the New York State United Teachers and the American Federation of Teachers and to transmit the monies promptly to the Association. The member's authorization will be in writing on a form provided by the Association.

B. The Association will certify in writing the current rate of dues for each of the organizations named in Paragraph A to the Assistant Superintendent for Business and Finance. The Association will give BOCES thirty (30) days' written notice of a change in the rate of membership dues for any of the organizations named in Paragraph A.

C. Deductions referred to in Paragraphs A and B above will be made in twenty (20) equal installments. BOCES will not be required to honor for any deduction any authorizations that are delivered to it later than September 30. The first deduction will not be made on a payroll for payment date earlier than 15 days after September 30.

D. No later than October 15 of each year, BOCES will provide the Association with a list of those employees who have voluntarily authorized the Board to deduct dues for the organizations named in Paragraphs A & B above. BOCES will notify the Association monthly of any changes in said list. Any employee desiring to have BOCES discontinue deductions he or she has previously authorized must notify the Board and the Association concerned in writing.

BOCES STAFF ASSOCIATION
LOCAL 2509
61 Parrott Road
West Nyack, New York 10994

PAYROLL DEDUCTION AUTHORIZATION

Social Security No. _____

Name _____

(Last)

(First)

(Initial)

Board of Cooperative Educational Services
Sole Supervisory District, Rockland County

To the BOCES Board:

I hereby authorize you, according to arrangements agreed with the above organization, to deduct from my salary and transmit to said organizations, dues as certified by said organization. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefor. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing.

Date:

Signature:

BOCES also agrees to deduct from the salaries of unit members, upon each participating unit member's written authorization, premiums for such group insurance as may be sponsored by BOCES Staff Association and to transmit the monies promptly to the designated insurer.

ARTICLE XXIV

PENSION BENEFIT

Each qualified teaching assistant employed prior to July 1, 1976, will be provided a 1/60th pension benefit under a non-contributory plan for each year of employment from April 1, 1960, under the provisions of Chapter 1006 of the Laws of 1966, as presently of hereafter amended and entitled, "an act to amend the Retirement and Social Security Law, in relation to establishing non-contributory retirement plans and ordinary death benefits for state employees and members of participating employers."

Each qualified teaching assistant employed on or after July 1, 1976, will be enrolled in the Co-ESC retirement plan.

ARTICLE XXV

NEGOTIATION PROCEDURE

Not later than ninety (90) days prior to the expiration of this Agreement, the Board agrees to enter into collective bargaining with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters concerning unit members' salaries, hours, and other terms and conditions of employment.

ARTICLE XXVI

DISCIPLINE

The Advisory Committee to the District Superintendent will discuss discipline and will make recommendations to the District Superintendent.

ARTICLE XXVII

USE OF SCHOOL FACILITIES

A. The Association shall have the right to use school buildings without cost at reasonable times for meetings. The Director of the building in question will be notified in advance of the time and place of all such meetings.

B. The Association shall have the right to place notices, circulars and other material on school bulletin boards, in teachers' and teaching assistants' mail boxes, and use salary mailings, for the dissemination of information with the knowledge and consent of the Building Director or Supervisor.

1. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association.

ARTICLE XXVIII

GENERAL

The provisions of the Agreement express the intent of the parties and it may not be amended, altered, or modified except by written agreement executed by both parties.

A. The Board will not discriminate in any way against any unit member by reason of his or her membership in or participation in the activities of the Association or his or her exercise of his or her rights granted under this Agreement, or by law.

B. If negotiation meetings between the Board and the Association are scheduled by mutual agreement during normal working hours of a school day, not more than seven (7) nor fewer than three (3) representatives of the Association shall be relieved from all their regular duties without loss of pay, as is necessary in order to permit their attendance at such meetings.

C. Members of the Association are welcome to attend any regular meeting of the Board.

D. All existing school policies which relate to terms and conditions of employment as defined in Article 14, Section 201, Sub-section 4 of the Civil Service Law affecting unit members, unless changed by this contract, shall remain unaltered.

ARTICLE XXIX

REDUCTION IN FORCE

A. In the event the services of a unit member are terminated as a result of a reduction in force, the following provisions shall apply:

1. The unit member shall be notified of the termination thirty (30) days prior to its effective date.
2. A teacher, assistant, or crisis assistant on the preferred eligible list shall be given preference for per diem substitute positions if he or she is certified for the position.
3. A teacher, assistant, or crisis assistant on the preferred eligible list shall be given consideration for regular substitute positions if he or she is certified for the position.
4. If the unit member is covered by a health insurance plan, the Board will continue to provide such coverage for thirty (30) days after the date of termination.

B. The Board will provide the Association with a list of unit members. The list will show the assignments of each such person.

ARTICLE XXX

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a unit member or group of unit members, or the Association, and/or the interpretation, meaning of application of any of the provisions of this Agreement or any other subsequent Agreement entered into pursuant to this Agreement.

2. A "grievant" is the person or persons making the claim.

3. Whenever used in this Article the word "days" shall mean days when school is in session.

B. Basic Principles

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate, at any level of the procedure, and that written copies of the grievance and decisions be kept to resolve any future problems.

2. Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having the grievance adjusted at that level, provided the adjustment is not inconsistent with the terms of this Agreement.

3. No reprisals of any kind will be taken by the Board or any member of the administration against any grievant, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

4. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended, however, by written mutual agreement. All grievance proceedings shall be resolved before the beginning of the next school term or as soon as possible thereafter.

5. A grievant shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his or her own choice provided that such person is not an officer of staff representative of a teachers' organization other than the Association and provided that an Association representative shall be permitted to audit any grievances beyond Level One.

6. Any grievance involving a group of unit members, or more than one building, or a matter for which there is no remedy at Level One, may be initiated by the Association at Level Two. Each unit member involved must be named in the grievance prior to Level Three.

7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.

8. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District Superintendent and the Association and will be reproduced and given appropriate distribution by the District Superintendent, so as to facilitate operation of the grievance procedure.

9. The Board agrees to make available to any grievant and/or his or her representative all the information not privileged under the law in its possession or control and which is relevant to the issue raised in the grievance.

10. Failure to present a grievance within thirty (30) days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance. If the administration and/or the Board should fail at any time to comply within the required time limits, the grievance may proceed to the next step.

C. Procedure

1. Level One:

a) The grievant shall present the grievance to his or her immediate supervisor on a form mutually agreed upon by the Board and the Association, which form shall provide a place for the specific nature of the alleged grievance, the act or events giving rise to the grievance, and the specific article or rights and privileges claimed to have been violated.

b) Within three (3) days after presentation of the grievance, the immediate supervisor shall meet with the grievant and his or her representative. Within three (3) days after the meeting, the supervisor shall render a decision in writing to the grievant with a copy to the Association.

2. Level Two:

a) If the grievance is not resolved at Level One, the grievant may, within five (5) days after the decision is rendered or due, make a written request to the District Superintendent or his/her designee for the review and determination of the grievance.

b) The District Superintendent or his/her designee shall meet with the grievant and his or her representative within five (5) days of receipt of the request.

c) The District Superintendent or his/her designee shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.

3. Level Three:

a) If the grievance is not resolved at Level Two, the grievant may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board.

b) The Board shall meet with the grievant and his or her representative not later than at its next regularly scheduled meeting.

c) The Board shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.

4. Level Four: Arbitration

a) If a grievance involves any written provision of this Agreement, it may proceed to arbitration. If a grievance does not involve any written provision of this Agreement, it may not proceed beyond Level Three.

b) If the grievance is not resolved at Level Three, the Association or the Board may within fifteen (15) days after the Level Three decision is rendered or due submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

c) The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement or any agreement made supplementary hereto, and to render decision of award, but shall not have jurisdiction to add to, subtract from, or modify or alter in any way any of these terms. Further, the arbitrator shall be limited in his or her authority to a review and determination of the specific grievance submitted for arbitration in each individual instance. A lawfully rendered decision of the arbitrator shall not be inconsistent with the provisions of this Agreement.

d) The decision of the arbitrator shall be final and binding on both parties.

e) The cost for the services of the arbitrator shall be shared equally by the Board and the Association.

ARTICLE XXXI

ASSOCIATION DAYS

Ten paid days will be allotted for Association business at the determination of the Staff Association President. At least two weeks' notice shall be given to the Personnel Office of each such date taken. The District Superintendent or his/her designee may deny any Association day if necessary to insure adequate coverage of a building or program.

ARTICLE XXXII

SECTION 204a – CIVIL SERVICE LAW

Section 204a – Agreements Between Public Employers and Employee Organizations

A. Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such Agreement:

“IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.”

B. Every employment organization submitting such a written Agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

C. Within sixty (60) days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

ARTICLE XXXIII

SECTION 210 – CIVIL SERVICE LAW

The Association, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE XXXIV

NEGOTIATION OR RENEGOTIATION

This Agreement may be opened for negotiation or renegotiation on any item except Index and Salaries by mutual agreement of both parties.

ARTICLE XXXV

MANAGEMENT RIGHTS

Except as modified by the provisions of this Agreement, and the provisions of State law, the authority, right, and responsibilities of the Board and the Executive Officer are retained by them.

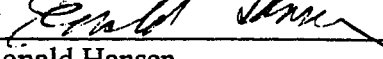
ARTICLE XXXVI

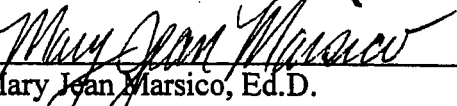
DURATION

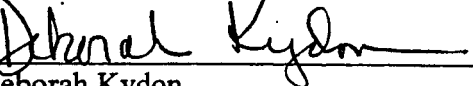
The provisions of this Agreement will be effective as of July 1, 2010, and will continue and remain in full force and effect until June 30, 2013. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen, modify or terminate this Agreement and to negotiate over the terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 22nd day of December, 2010.

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES FOR THE SOLE SUPERVISORY
DISTRICT OF ROCKLAND COUNTY

BY 
Ronald Hansen
President, Board of Education

BY 
Mary Jean Marsico, Ed.D.
District Superintendent

BY 
Deborah Kydon
President

APPENDIX A

SALARY CONDITIONS

- 2010-2011 All salary schedules will be the same as the 2009-10 schedules, except that : (a) teachers, therapists, and therapist assistants who do not receive a step increase or reach a new longevity level in 2010-11 will receive an increase of \$1350, and (b) crisis teaching assistants and classroom teaching assistants who do not receive a step increase or reach a new longevity level in 2010-11 will receive an increase of \$750. These increases will be applied to the individuals' base salary.
- 2011-2012 All salary schedules will be the same as the 2010-2011 schedules, except that all salaries will be increased by 1.6%.
- 2012-2013 All salary schedules will be the same as the 2011-2012 schedules, except that all salaries will be increased by 1.9%.

Special Salary Rules for Classroom Teaching Assistants (not Crisis Assistants):

- a) No Classroom Teaching Assistant may move past Step 4 without a Level 2 certificate or higher.
- b) Classroom Teaching Assistants with a Level 2 certificate will receive an additional \$84 per year in 2010-11; \$167 per year in 2011-12, and \$250 per year each year starting in 2012-13. These same increases will be given to Classroom Teaching Assistants who were hired by the BOCES before February 1, 2004 and who are on Steps 5, 6, or 7.
- c) No Classroom Teaching Assistant may move past Step 7 without a Level 3 certificate or higher.
- d) Classroom Teaching Assistants with a Level 3 certificate will receive an additional \$167 per year in 2010-11; \$334 per year in 2011-12, and \$500 per year each year starting in 2012-13. These same increases will be given to Classroom Teaching Assistants who were hired by the BOCES before February 1, 2004 and who are Step 8 or higher. These increases are instead of the ones set forth in subparagraph (b) above, not in addition to them.
- e) Classroom Teaching Assistants who are on a step higher than that permitted according to the above rules will not move down in step, but will not move up in step until they meet the stated criterion.

SENIOR OCCUPATIONAL & PHYSICAL THERAPIST

<u>STEP</u>	<u>10-11</u>	<u>11-12</u>	<u>12-13</u>
1	52,935	53,782	54,804
2	55,529	56,417	57,489
3	58,123	59,053	60,175
4	60,717	61,688	62,860
5	63,312	64,325	65,547
6	65,904	66,958	68,230
7	68,495	69,591	70,913
8	71,235	72,375	73,750
*8	72,585	73,746	75,147

*** Therapists who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$1350, applied to their base salary.**

Longevity: \$2540 after 9th, 12th and 15th year of employment.

OCCUPATIONAL THERAPIST & PHYSICAL THERAPIST

<u>STEP</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
1	46,869	47,619	48,524
2	49,276	50,064	51,015
3	51,684	52,511	53,509
4	54,091	54,956	56,000
5	56,502	57,406	58,497
6	58,910	59,853	60,990
7	61,316	62,297	63,481
8	63,769	64,789	66,020
*8	65,119	66,161	67,418

*** Therapists who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$1350, applied to their base salary.**

Longevity: \$2540 after 9th, 12th and 15th year of employment.

PHYSICAL THERAPY ASSISTANT/
CERTIFIED OCCUPATIONAL THERAPY ASSISTANT

<u>STEP</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
1	41,382	42,044	42,843
2	43,455	44,150	44,989
3	45,518	46,246	47,125
4	47,594	48,356	49,275
5	49,657	50,452	51,411
6	51,732	52,560	53,559
7	53,799	54,660	55,699
8	55,951	56,846	57,926
*8	57,301	58,218	59,324

*** Therapists who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$1350, applied to their base salary.**

Longevity: \$2540 after 9th, 12th and 15th year of employment.

TEACHING ASSISTANT CRISIS

<u>STEP</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
1	26,782	27,211	27,728
2	27,890	28,336	28,874
3	29,005	29,469	30,029
4	30,115	30,597	31,178
5	31,228	31,728	32,331
6	32,339	32,856	33,480
7	33,450	33,985	34,631
8	34,562	35,115	35,782
9	35,673	36,244	36,933
10	36,786	37,375	38,085
11	38,080	38,689	39,424
12	39,414	40,045	40,806
12*	40,164	40,807	41,570

*** Teaching assistants who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$750, applied to their base salary.**

Longevity: After 13th, 16th and 19th year of employment with BOCES an increment equivalent to the last step will be granted.

CLASSROOM TEACHING ASSISTANTS

<u>STEP</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
1	19,452	19,763	20,138
2	20,191	20,514	20,904
3	20,937	21,272	21,676
4	21,673	22,020	22,438
5	22,415	22,774	23,207
6	23,157	23,528	23,975
7	23,895	24,277	24,738
8	24,640	25,034	25,510
9	25,378	25,784	26,274
10	26,139	26,557	27,062
*10	26,889	27,319	27,838

*** Teaching assistants who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$750, applied to their base salary.**

Longevity: \$2090 after 12th, 15th and 18th year of consecutive service in the job title.

App. E

COLLEGE PREP		BA	BA+15		BA+30	MA	BA+45	MA+15	BA+60		MA+30		MA+45	MA+60	PH.D
TRADE SHOP SUBJ.		PR EXP	PRF EXM	INITIAL CT	PRF CT		PERM+15		PERM+30	BA		BA+15			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14
		A	B	C	D	E	F	G	H	I	J	K	L	M	N
STEP	YRS CRDT														
1	0	1.00	1.0550	1.0325	1.110	1.1750	1.1650	1.2300	1.2200	1.2475	1.2850	1.2750	1.3400	1.3950	1.4500
2	1	1.05	1.1078	1.1366	1.1655	1.2338	1.2233	1.2915	1.2819	1.3099	1.3493	1.3388	1.4070	1.4648	1.5225
3	2	1.10	1.1605	1.1908	1.2210	1.2925	1.2815	1.3530	1.3420	1.3723	1.4135	1.4025	1.4740	1.5345	1.5950
4	3	1.15	1.2133	1.2449	1.2765	1.3513	1.3398	1.4145	1.4030	1.4346	1.4778	1.4663	1.5410	1.6043	1.6675
5	4	1.20	1.2660	1.2990	1.3320	1.4100	1.3980	1.4760	1.4640	1.4970	1.5420	1.5300	1.6080	1.6740	1.7400
6	5	1.25	1.3188	1.3531	1.3875	1.4688	1.4563	1.5375	1.5250	1.5594	1.6063	1.5938	1.6750	1.7438	1.8125
7	6	1.30	1.3715	1.4073	1.4430	1.5275	1.5145	1.5990	1.5860	1.6218	1.6705	1.6575	1.7420	1.8135	1.8850
8	7	1.35	1.4243	1.4615	1.4985	1.5863	1.5728	1.6605	1.6470	1.6841	1.7348	1.7213	1.8090	1.8833	1.9575
9	8	1.40	1.4770	1.5155	1.5540	1.6450	1.6310	1.7220	1.7080	1.7465	1.7990	1.7850	1.8760	1.9530	2.0300
10	9	1.45	1.5298	1.5697	1.6095	1.7038	1.6893	1.7835	1.7690	1.8089	1.8633	1.8488	1.9430	2.0228	2.1025
11	10	1.50	1.5825	1.6237	1.6650	1.7625	1.7475	1.8450	1.8300	1.8713	1.9275	1.9125	2.0100	2.0925	2.1750
12	11	1.55	1.6353	1.6779	1.7205	1.8213	1.8058	1.9065	1.8910	1.9336	1.9918	1.9763	2.0770	2.1623	2.2475
13	12	1.60	1.6880	1.7320	1.7760	1.8800	1.8640	1.9680	1.9520	1.9960	2.0560	2.0400	2.1440	2.2320	2.3200
14	13	1.65	1.7408	1.7862	1.8315	1.9388	1.9223	2.0295	2.0130	2.0584	2.1203	2.1038	2.2110	2.3018	2.3925
15	14				1.8870	1.9975	1.9805	2.0910	2.0740	2.1208	2.1345	2.1675	2.2780	2.3715	2.460
16	15				1.9425	2.0563	2.0388	2.1525	2.1350	2.1831	2.2488	2.2313	2.3450	2.4413	2.5375

Longevity: \$2540 after 19th, 22nd and 25th year of employment with BOCES

App. F-1

JULY 1, 2010- JUNE 30, 2011

COLLEGE PREP			BA	BA+15		BA+30	MA	BA+45	MA+15	BA+60		MA+30		MA+45	MA+60	PH.D
TRADE SHOP SUBJ.			PR EXP	PRF EXM	INITIAL CT	PRF CT		PERM+15		PERM+30	BA		BA+15			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
			A	B	C	D	E	F	G	H	I	J	K	L	M	N
STEP	YRS CRDT															
1	0		47,335	49,936	51,238	52,539	55,618	55,141	58,218	57,746	59,048	60,823	60,352	63,426	66,029	68,632
2	1		49,698	52,437	53,798	55,167	58,400	57,901	61,129	60,634	62,000	63,867	63,370	66,598	69,335	72,064
3	2		52,065	54,929	56,363	57,795	61,178	60,657	64,040	63,520	64,955	66,905	66,384	69,768	72,633	75,497
4	3		54,432	57,428	58,925	60,421	63,963	63,415	66,952	66,409	67,902	69,948	69,402	72,938	75,936	78,929
5	4		56,799	59,922	61,486	63,046	66,741	66,170	69,866	69,295	70,858	72,987	72,418	76,111	79,235	82,358
6	5		59,167	62,422	64,045	65,676	69,523	68,931	72,775	72,183	73,812	76,030	75,438	79,282	82,539	85,790
7	6		61,532	64,917	66,611	68,300	72,299	71,686	75,684	75,071	76,766	79,070	78,455	82,455	85,838	89,224
8	7		63,900	67,416	69,176	70,930	75,083	74,444	78,597	77,957	79,715	82,113	81,474	85,626	89,142	92,654
9	8		66,267	69,909	71,732	73,554	77,863	77,200	81,508	80,846	82,667	85,154	84,488	88,796	92,439	96,087
10	9		68,632	72,410	74,297	76,183	80,647	79,960	84,418	83,733	85,621	88,195	87,509	91,968	95,748	99,516
11	10		70,998	74,905	76,856	78,810	83,426	82,714	87,329	86,621	88,576	91,233	90,524	95,140	99,043	102,950
12	11		73,367	77,405	79,420	81,438	86,208	85,472	90,240	89,505	91,521	94,276	93,544	98,308	102,349	106,383
13	12		75,733	79,899	81,979	84,062	88,985	88,228	93,150	92,393	94,478	97,317	96,560	101,483	105,647	109,811
14	13		78,099	82,396	84,545	86,689	91,768	90,988	96,062	95,281	97,432	100,360	99,579	104,652	108,950	113,242
15	14		0	0	0	89,320	94,548	93,742	98,973	98,168	100,383	103,399	102,595	107,825	112,250	116,676
16	15		0	0	0	91,945	97,330	96,502	101,885	101,055	103,330	106,440	105,614	110,996	115,554	120,105
*16	15		0	0	0	0	98,680	97,852	103,235	102,405	104,680	107,790	106,964	112,346	116,904	121,455

*Teachers who did not receive a step increase or a new longevity level in 2010-11 will receive an increase of \$1350.

Longevity: \$2540 after 19th, 22nd and 25th year of employment with BOCES

JULY 1, 2011- JUNE 30, 2012

COLLEGE PREP			BA	BA+15		BA+30	MA	BA+45	MA+15	BA+60		MA+30		MA+45	MA+60	PH.D
TRADE SHOP SUBJ.			PR EXP	PRF EXM	INITIAL CT	PRF CT		PERM+15		PERM+30	BA		BA+15			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
			A	B	C	D	E	F	G	H	I	J	K	L	M	N
STEP	YRS CRDT															
1	0		48,092	50,735	52,058	53,380	56,508	56,023	59,149	58,670	59,993	61,796	61,318	64,441	67,085	69,730
2	1		50,493	53,276	54,659	56,050	59,334	58,827	62,107	61,604	62,992	64,889	64,384	67,664	70,444	73,217
3	2		52,898	55,808	57,265	58,720	62,157	61,628	65,065	64,536	65,994	67,975	67,446	70,884	73,795	76,705
4	3		55,303	58,347	59,868	61,388	64,986	64,430	68,023	67,472	68,988	71,067	70,512	74,105	77,151	80,192
5	4		57,708	60,881	62,470	64,055	67,809	67,229	70,984	70,404	71,992	74,155	73,577	77,329	80,503	83,676
6	5		60,114	63,421	65,070	66,727	70,635	70,034	73,939	73,338	74,993	77,246	76,645	80,551	83,860	87,163
7	6		62,517	65,956	67,677	69,393	73,456	72,833	76,895	76,272	77,994	80,335	79,710	83,774	87,211	90,652
8	7		64,922	68,495	70,283	72,065	76,284	75,635	79,855	79,204	80,990	83,427	82,778	86,996	90,568	94,136
9	8		67,327	71,028	72,880	74,731	79,109	78,435	82,812	82,140	83,990	86,516	85,840	90,217	93,918	97,624
10	9		69,730	73,569	75,486	77,402	81,937	81,239	85,769	85,073	86,991	89,606	88,909	93,439	97,280	101,108
11	10		72,134	76,103	78,086	80,071	84,761	84,037	88,726	88,007	89,993	92,693	91,972	96,662	100,628	104,597
12	11		74,541	78,643	80,691	82,741	87,587	86,840	91,684	90,937	92,985	95,784	95,041	99,881	103,987	108,085
13	12		76,945	81,177	83,291	85,407	90,409	89,640	94,640	93,871	95,990	98,874	98,105	103,107	107,337	111,568
14	13		79,349	83,714	85,898	88,076	93,236	92,444	97,599	96,805	98,991	101,966	101,172	106,326	110,693	115,054
15	14		0	0	0	90,749	96,061	95,242	100,557	99,739	101,989	105,053	104,237	109,550	114,046	118,543
16	15		0	0	0	93,416	98,887	98,046	103,515	102,672	104,983	108,143	107,304	112,772	117,403	122,027
*16	15		0	0	0	0	100,259	99,418	104,887	104,043	106,355	109,515	108,675	114,144	118,774	123,398

*Teachers who received the \$1350 increase in 2010-11

Longevity: \$2540 after 19th, 22nd and 25th year of employment with BOCES

JULY 1, 2012- JUNE 30, 2013

COLLEGE PREP			BA	BA+15		BA+30	MA	BA+45	MA+15	BA+60		MA+30		MA+45	MA+60	PH.D
TRADE SHOP SUBJ.			PR EXP	PRF EXM	INITIAL CT	PRF CT		PERM+15		PERM+30	BA		BA+15			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14
			A	B	C	D	E	F	G	H	I	J	K	L	M	N
STEP	YRS CRDT															
1	0		49,006	51,699	53,047	54,394	57,582	57,087	60,273	59,785	61,133	62,970	62,483	65,665	68,360	71,055
2	1		51,452	54,288	55,698	57,115	60,461	59,945	63,287	62,774	64,189	66,122	65,607	68,950	71,782	74,608
3	2		53,903	56,868	58,353	59,836	63,338	62,799	66,301	65,762	67,248	69,267	68,727	72,231	75,197	78,162
4	3		56,354	59,456	61,005	62,554	66,221	65,654	69,315	68,754	70,299	72,417	71,852	75,513	78,617	81,716
5	4		58,804	62,038	63,657	65,272	69,097	68,506	72,333	71,742	73,360	75,564	74,975	78,798	82,033	85,266
6	5		61,256	64,626	66,306	67,995	71,977	71,365	75,344	74,731	76,418	78,714	78,101	82,081	85,453	88,819
7	6		63,705	67,209	68,963	70,711	74,852	74,217	78,356	77,721	79,476	81,861	81,224	85,366	88,868	92,374
8	7		66,156	69,796	71,618	73,434	77,733	77,072	81,372	80,709	82,529	85,012	84,351	88,649	92,289	95,925
9	8		68,606	72,378	74,265	76,151	80,612	79,925	84,385	83,701	85,586	88,160	87,471	91,931	95,702	99,479
10	9		71,055	74,967	76,920	78,873	83,494	82,783	87,399	86,689	88,644	91,309	90,598	95,214	99,128	103,029
11	10		73,505	77,549	79,570	81,592	86,371	85,634	90,412	89,679	91,703	94,454	93,719	98,499	102,540	106,584
12	11		75,957	80,137	82,224	84,313	89,251	88,490	93,426	92,665	94,752	97,604	96,847	101,779	105,963	110,139
13	12		78,407	82,719	84,874	87,030	92,127	91,343	96,438	95,655	97,814	100,753	99,969	105,066	109,376	113,688
14	13		80,857	85,305	87,530	89,749	95,007	94,200	99,453	98,644	100,872	103,903	103,094	108,346	112,796	117,240
15	14		0	0	0	92,473	97,886	97,052	102,468	101,634	103,927	107,049	106,218	111,631	116,213	120,795
16	15		0	0	0	95,191	100,766	99,909	105,482	104,623	106,978	110,198	109,343	114,915	119,634	124,346
*16	15		0	0	0	0	102,164	101,307	106,880	106,020	108,376	111,596	110,740	116,313	121,031	125,743

*Teachers who received the \$1350 increase in 2010-11

Longevity: \$2540 after 19th, 22nd and 25th year of employment with BOCES

APPENDIX G

TEACHERS' SALARY SCHEDULE REGULATIONS

A. For all new teachers employed, the District Superintendent will determine the amount of prior teaching experience and/or related work experience which will be granted to the teacher for salary purposes, based upon an evaluation and verification of the total years of teaching experience in other school systems and other related comparable experience. The maximum total prior service credit is ten (10) years. This may include:

1. Full credit up to a maximum of ten (10) years for teaching experience.
2. One-half credit up to a maximum of five (5) years for related work experience.
3. One-half credit up to a maximum of five (5) years for military service.

B. For all new teachers employed, the District Superintendent will determine prior education which will be granted to the teacher for salary purposes based upon evaluation of official transcripts and other verified pertinent records.

C. College-prepared personnel are placed on salary schedule according to college preparation, teaching, work experience related to the teaching field, and military service. The Columns on the salary schedule for college-prepared personnel are:

Column A BA Bachelors Degree

B BA+15 Have completed 15 semester hours of approved study beyond the Bachelor's Degree

D BA+30 Have completed a 5th year of preparation, that is 30 semester hours of approved study beyond the BA

E MA Have completed a Master's Degree of approved study

F BA+45 Have completed 15 hours of approved study beyond the 5th year of preparation

G MA+15 Have completed a master's Degree and 15 hours of approved study

H BA+60 Have completed 30 semester hours of approved study beyond the 5th year of preparation

J	MA+30	Have completed a Master's Degree and 30 semester hours of approved study
L	MA+45	Have completed a Master's Degree and 45 semester hours of approved study
M	MA+60	Have completed a Master's Degree and 60 semester hours of approved study
N	Dr.	Have earned Doctorate (only for unit members who were on this column as of June 26, 1992).

D. Trade and Industrial teachers without earned degrees are placed on salary schedule according to education background, related trade experience and military service. The first eight (8) years of trade experience will be considered only for certification. Two years of practical experience will be equivalent to one year of college until the equivalent of four (4) years of college has been reached. The columns on the salary schedule for teachers of trade shop subjects are:

Column A	Practical Experience	First 8 years of trade experience
B	Proficiency Exam	First 8 years of trade experience plus passing State Occupational Proficiency Exam
C	Provisional Cert.	Provisional Certification in a trade shop subject
D	Permanent Cert.	Permanent Certification in a trade shop subject
F	Permanent + 15	Permanent Certification plus 15 approved semester hours of study
H	Permanent + 30	Permanent Certification plus 30 approved semester hours of study
I	BA Degree	Earned Bachelor's Degree
K	BA + 15	Earned Bachelor's Degree plus 15 approved semester hours of study
L	MA Degree	Earned Master's Degree

E. Graduate programs or courses taken at an accredited college or university will receive salary credits provided they meet any one to the following requirements, and provided that prior written approval is received from the District Superintendent or his/her designee. The Superintendent will not use his/her discretionary authority to disapprove any course required for an employee to complete his/her initial permanent certification.

1. Needed for certification in the teacher's tenure area

2. The proposed course provides for expanding and/or updating skills/knowledge in the teacher's tenure and assignment area he/she is serving in as a BOCES employee;
3. Course prescribed by supervisor to provide a needed strength in a teacher based on prior observations and evaluations; or
4. Courses needed by a trade shop teacher to complete requirements for a Bachelor's Degree (undergraduate) in his/her occupational teaching field, since a degree is not required for provisional or permanent certification;
5. A maximum of three (3) approved "in service credits" for advancement on the salary schedule will be allowed during a school year.
6. This provision shall apply to courses that are taken after July 1, 1980.

F. Upon completion of the necessary credits for advancement to the next higher scale on the schedule, teachers must file proof in the form of an official transcript with the District Superintendent. Transcripts for courses taken prior to September 1st must be on file in the Business Office by October 1st to receive salary credit for the first semester; transcripts for courses taken prior to February 1st must be on file in the Office of Human Resources by March 1st to receive salary credit for the second semester.

G. Advancement on the salary schedule will not be automatic for any teacher who does not have in effect a valid provisional certificate or permanent certificate, or statement of continued eligibility, or has not taken the steps required by New York State Law and regulations toward maintaining or acquiring valid certification. This condition relative to certification of a teacher may be changed by agreement with the District Superintendent and Board.

H. A teacher will be entitled to the annual increment if he/she has served with BOCES part or full-time at least one semester of the previous year, and has a provisional or permanent certificate or statement of continued eligibility or has taken the steps required by New York State Education Law toward acquiring or maintaining valid provisional or permanent certification.

I. The teacher's longevity provision shall be interpreted for teachers employed by the Board on or before April 12, 1971, to require that years of teaching experience for which a teacher was given salary schedule credit when he or she commenced work with the Board be considered years of service with the Board in accordance with the Cheektowaga decision.

J. Column "N" on the teachers' salary schedule shall exist only for those unit members who were being paid on that column as of June 26, 1992. No additional unit members shall move to Column N.

APPENDIX H

Whereas the Rockland County BOCES and the BOCES Staff Association have a longstanding and harmonious relationship, and whereas there have evolved over time numerous practices and procedures which the parties wish to more formally identify, and whereas it is the intention of the parties to continue to follow the identified practices and procedures, it is therefore agreed as follows:

1. The parties shall establish a committee to consist of no more than three members appointed by the Association President and no more than three members appointed by the District Superintendent to identify existing practices and procedures currently followed by BOCES and the BOCES Staff Association.
2. The committee shall establish co-chairmen who shall be responsible for ensuring that the committee convenes at appropriate times and places.
3. The committee shall identify in writing all practices and procedures now in place which the parties wish to continue in the future.
4. Nothing contained herein shall prevent the parties from engaging in discussions concerning terms and conditions of employment or other issues of mutual concern in the future.
5. The committee shall identify all such practices and procedures on or before June 30, 2001.
6. Nothing contained in this agreement or in the practices and procedures identified by the committee shall be deemed to amend, change or supersede any provision of the Collective Bargaining Agreement between BOCES and the BOCES Staff Association including Article XXVIII(D).

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